

**LEWIS-MASON-THURSTON AREA AGENCY ON AGING**  
2404 Heritage Court SW, Suite A, Olympia, WA 98502

<b>Contractor:</b> The County of Lewis	<b>Agreement Number:</b> 14-1130-0061-05(3)
<b>Contractor Address:</b> 360 NW North Street Chehalis, WA 98532	<b>Contractor Telephone:</b> (360) 740-1284
<b>Service:</b> Congregate Nutrition	<b>Period of Performance:</b> Jan 1, 2016 – Dec 31, 2016
<b>Maximum Award:</b> \$121,522 OAA \$21,736 NSIP	<b>Effective Date:</b> January 1, 2016
<b>Unit Rate(s):</b> \$3.62 per congregate meal Cost reimbursement NSIP	
<b>Funding Source:</b> Older Americans Act, NSIP	<b>IRS Tax ID Number:</b> 91-6001351
<b>Contract Type:</b> <input checked="" type="checkbox"/> Fee for Service <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Set Rate/Fixed Price/Lump Sum <input type="checkbox"/> Performance Based	

<b>Is the Contractor a Subrecipient for Purposes of This Agreement?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Subrecipient Data Universal Numbering System: (DUNS) No.:</b> 79272555	<b>CFDA Number(s):</b> 93.045 <b>CFDA Name(s):</b> Special Programs for the Aging_Title III, Part C_Nutrition Services  <b>CFDA Number(s):</b> 93.053 <b>CFDA Name(s):</b> Nutrition Services Incentive Program
<b>Federal Awarding Agency:</b> Department of Health and Human Services, Administration for Community Living <b>Total Amount of Federal Award:</b> \$1,717,241	<b>Federal Award ID Number:</b> 16AAWAT3CM <b>Federal Award Date:</b> October 20, 2015
<b>Federal Awarding Agency:</b> Department of Health and Human Services, Administration for Community Living <b>Total Amount of Federal Award:</b> \$411,338	<b>Federal Award ID Number:</b> 16AAWANSIP <b>Federal Award Date:</b> October 28, 2015
<b>Is this award for Research &amp; Development?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Indirect cost rate for the Federal award:</b> N/A

**Contractor Contact Person:**

April Kelley

**LMTAAA Contact Person:**

Tracy Gunter

The terms of this Agreement are set out in and governed by the following, which are incorporated herein by reference:

- ☒ General Terms and Conditions, Exhibit A
- ☒ Statement of Work, Exhibit B
- ☒ Special Terms and Conditions, Exhibit C
- ☒ Budget, Exhibit D

- ☒ Staffing Plan, Exhibit E
- ☒ RFQ/RFP Response (on file), Exhibit F
- ☒ Program Standards (on file), Exhibit G
- ☐ Service Definitions (on file), Exhibit H

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence, in the following order, to (1) Applicable federal and state law, regulations and rules; (2) Exhibit C, Special Terms and Conditions; (3) Exhibit B, Statement of Work; (4) Exhibit A, General Terms and Conditions; and (5) Any other document incorporated by reference.

This Agreement, including all Exhibits and other documents attached or incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

**FOR THE CONTRACTOR:****FOR LEWIS-MASON-THURSTON  
AREA AGENCY ON AGING:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
LMTAAA Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# CONTRACT

## SIGNATURE AUTHORIZATION FORM

TO: LEWIS-MASON-THURSTON AREA AGENCY ON AGING

FROM: \_\_\_\_\_, CONTRACTOR

This is to certify that: the following named person(s) are authorized by the above named Contractor **to commit the Contractor to the terms and conditions of contracts** written between itself and the Lewis-Mason-Thurston Area Agency on Aging; and their specimen signatures are genuine.

1. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

2. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

3. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

4. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

By: \_\_\_\_\_  
(President, Chairman of Board or comparable official)

\_\_\_\_\_  
Title Date

# INVOICE

## SIGNATURE AUTHORIZATION FORM

TO: LEWIS-MASON-THURSTON AREA AGENCY ON AGING

FROM: \_\_\_\_\_, CONTRACTOR

This is to certify that: the following named person(s) are **authorized to sign requests for payment of services** provided by the Contractor; and their specimen signatures are genuine.

1. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

2. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

3. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

4. \_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Specimen Signature

By: \_\_\_\_\_  
(President, Chairman of Board or comparable official)

\_\_\_\_\_  
Title Date

Agreement #: 14-1130-0061-05(3)  
Contractor: The County of Lewis  
Service: Congregate Nutrition  
Effective Date: January 1, 2016

## GENERAL TERMS AND CONDITIONS – EXHIBIT A

### LEWIS-MASON-THURSTON AREA AGENCY ON AGING

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AND

THE COUNTY OF LEWIS

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Lewis-Mason-Thurston Council of Governments, as Grantee for the Lewis-Mason-Thurston Area Agency on Aging, hereinafter referred to as "LMTAAA," and The County of Lewis, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS DOCUMENT is to establish General Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Definitions.** As used throughout the Agreement, the following terms shall have meaning as set forth below:
  - a. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
  - b. "AL TSA" means Aging and Long Term Support Administration, a division of the State of Washington Department of Social and Health Services.
  - c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
  - d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
  - e. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
  - f. "Business Associate" means the "Contractor" and generally has the same meaning as the term "Business Associate" as defined in 45 CFR 160.103. Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.

- g. "Business Associate Agreement" means this HIPAA Compliance section of the Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
  - h. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
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- i. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
  - j. "CLC" means Community Living Connections. CLC is the successor to SAMS and will be used for reporting Older Americans Act and General-Fund state funded program services for program management and National Aging Program Information System (NAPIS) reporting.
  - k. "Client" means an individual that is eligible for or receiving services provided by the Contractor in connection with this Agreement.
  - l. "Contractor" shall mean the entity that is a party to this Agreement, and includes the entity's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Contractor or agent shall not be considered an employee of LMTAAA.
  - m. "Covered Entity" means DSHS or LMTAAA, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
  - n. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - o. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.
  - p. "Disclosure" means the release, transfer provision of, access to, or divulging in any other manner of information outside the entity holding the information.
  - q. "Data Universal Number System (DUNS) Number" means— a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.
  - r. "DSHS" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.

- s. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- t. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- u. "HIPAA" means the Health Information Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- v. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- w. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- x. "Minimum Necessary" within the HIPAA section of this Agreement, means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- y. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- z. "Personal Information" means information identifiable to any person, including but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- aa. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- bb. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.

- cc. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- dd. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- ee. "SAW" means SecureAccess Washington. SAW is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.
- ff. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- gg. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- hh. (1) "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are approved by LMTAAA in accordance with this Agreement.
- (2) "Subcontractor" as used in the HIPAA Compliance section of the Agreement (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- ii. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- jj. "Supplies" means all tangible personal property other than equipment as defined herein.
- kk. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.
- ll. "User" means the Contractor employee who has registered or approved access to a system listed in this Agreement.
- mm. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

2. **Agreement Types.** LMTAAA may use four types of contracts for purchasing services:



a. Fee for Service

- The Contractor is reimbursed a negotiated fixed rate of pay based on performance of a defined unit of service. The unit rate is determined by a line item budget approved by LMTAAA. If a staffing plan is submitted, it may not be changed without LMTAAA approval. The actual cost to the Contractor may be more or less than the amount provided under the Agreement.
- Payment is made for each specified unit of service delivered and an upper limit is placed on the maximum consideration allowed (e.g., total number of services delivered). Typically, payment is made monthly based on a report of the number of service units delivered.

b. Cost Reimbursement

- The Contractor is reimbursed for actual costs up to the maximum consideration allowed in the contract. A line-item budget negotiated and contained in the Agreement must be adhered to or amended with prior approval from LMTAAA.
- Payment is made for actual cost incurred for performing at a certain level of effort, regardless of the level of output achieved. Reimbursement is made for actual expenditures within the specified line-item budget categories. Billings must be accompanied by a line-item expenditure report. It is possible to reimburse Contractors for an agreed upon amount per a unit or service provided.

c. Set Rate/Fixed Price/Lump Sum

- The Contractor is reimbursed a set fixed amount or lump sum payment based on terms established in the Agreement; a negotiated lump sum for completion of the agreed upon performance. As with Fee for Service, the cost to the Contractor may be more or less than the Agreement provides. Unlike Fee for Service, the lump sum contract does not pay a rate for each repeated unit of service.
- Payment is made for a specified amount of delivered service or product. Typically, payment is tied to completion of agreed upon performance achievements. Other payment arrangements are possible, such as progress payments made to compensate for activities conducted over the specific period of the contract. LMTAAA will not pay if the specific terms in the contract are not met.

d. Performance Based

- These Agreements are based on attainment of specific outcomes (e.g., placement of a client into unsubsidized employment for six months).
- The rate of payment is generally negotiated based on cost information provided by the Contractor. In some cases, the rate may be set by LMTAAA policy or other means. LMTAAA will not pay if the specific terms in the

contract are not met.

3. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (Clause 3.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email LMTAAA its acceptance of the amendment prior to final signing of the amendment.
5. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of LMTAAA and the written assumption of the Contractor's obligations by the third party.
6. **Background Checks.** The Contractor shall ensure that hiring practices for staff who will have unsupervised access to clients are in accordance with RCW 43.20A.710. A Washington State Patrol criminal history background check is required every two years for all service providers who will have unsupervised contact with vulnerable adults. This applies to individual contractors, as well as employees and/or volunteers of a contracting entity. LMTAAA will complete background checks on all individual Contractors. Contracting entities are responsible to complete required background checks on their own employees, volunteers, and subcontractors. Those who have disqualifying crimes or negative actions per RCW 43.20A.710 cannot have unsupervised access to vulnerable adults served through this contract.
7. **Billing Procedure.** LMTAAA shall pay to the Contractor all allowable and allocable costs incurred as evidenced by proper invoice by the Contractor submitted to LMTAAA as set forth in the attached Special Terms and Conditions (Exhibit C) and in accordance with the Budget (Exhibit B), which is attached hereto and incorporated herein. The Contractor shall request payment using forms as designated by LMTAAA.
8. **Certification Regarding Ethics.** If the Contractor is a Municipality, defined as a county, city, town, district, or other municipal corporation or quasi municipal corporation organized under the laws of the state of Washington, by signing this Agreement the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
9. **Client Abuse.** The Contractor shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.
10. **Client Grievance.** The Contractor shall establish a system through which

applicants for and recipients of services under this Agreement may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The client grievance procedure shall be formalized with clearly and concisely written procedures for hearing grievances, documenting information taken, referring the grievance to the next level and/or resolving the grievance. The Contractor shall record and maintain in writing all complaints and the action taken to resolve them.

11. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor and LMTAAA shall comply with all applicable federal, state and local laws, regulations and rules, including but not limited to, nondiscrimination laws and regulations.

12. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. LMTAAA and the Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

13. **Data Security Requirements**

a. Systems Access and Method of Access

(1) The Contractor may request permission to access the following:

- (i) The Community Living Connections (CLC) for managing and recording service provision and utilization, demographic, resource directory, and consumer website information; and
- (ii) Provider One payment system, or successor payment system, for payment data.

(2) The Contractor shall access these systems through the State Government Network (SGN), the Inter-Governmental Network (IGN), SecureAccess Washington (SAW) or through a DSHS approved method of secure access.

b. Access and Disclosure Information

The Contractor shall not disclose the contents of any client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.

- (1) The Contractor shall limit access to client data to staff members (owners, board members, employees, volunteers, interns) whose duties specifically require access to such data in the performance of their assigned duties. Contractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data.

- (2) The Contractor shall ensure each employee signs the *Contractor Agreement on Nondisclosure of Confidential Information* form, provided by LMTAAA, to acknowledge the data access requirements prior to LMTAAA granting access. Access will be given only to data necessary to the performance of this Agreement. The Contractor shall retain the original Nondisclosure form on file. The Contractor shall have the form available for LMTAAA review upon request.

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The Contractor must provide an annual written reminder of the Nondisclosure requirements to all employees with access to data to remind them of the limitations, use or publishing of data. The Contractor shall retain documentation of such reminder on file for monitoring purposes.

- (3) The Contractor shall not use or disclose any information concerning any client for any purpose not directly connected with the administration of the Contractor's responsibilities under this Agreement except by prior written consent of the client, his/her attorney, parent or guardian.
- (4) LMTAAA and the Contractor may disclose information to each other or to DSHS for purposes directly connected with the administration of DSHS/LMTAAA programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The Contractor shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, DSHS and LMTAAA. LMTAAA must authorize in writing the disclosure of this information to any other party not identified in this section.
- (5) The Contractor shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of LMTAAA.
- (6) The Contractor shall notify LMTAAA within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s).
- (7) The Contractor shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
- (8) Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserves the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information.

c. Dissemination to Staff

Prior to making information available to new staff and annually thereafter, the

Contractor shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:

(1) Confidentiality of Client Data

- (i) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPPA Privacy Rule- 45 CFR 160 to 45 CFR 164.

- (ii) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.

(2) Use of Client Data

- (i) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of aging and long-term care programs.
- (ii) Any personal use of client information is strictly prohibited.
- (iii) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

(3) Disclosure of Information

- (i) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01.
- (ii) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS programs.
- (iii) Questions related to disclosure are to be directed to the LMTAAA Projects Coordinator.
- (iv) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law.

d. Security of Data

- (1) The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure the Contractor and its subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential*

*Information form* will be able to access the data that Washington State shares with LMTAAA and the Contractor under this Agreement.

- (2) The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to LMTAAA. ~~LMTAAA shall be responsible for destroying the returned~~ documents to ensure confidentiality is maintained. The Data provided by LMTAAA will remain the property of LMTAAA and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.
- (3) The Contractor shall protect information according to state and federal laws including the following incorporated by reference:
  - (i) Privacy Act 1974 5 USC subsection 552a;
  - (ii) Chapter 40.14 RCW Preservation and Destruction of Public Records;
  - (iii) Chapter 74.04 RCW General Provisions – Administration;
  - (iv) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
  - (v) 45 CFR 205.50 provides for Safeguarding information for the financial assistance Programs and identifies limitations to disclosure of said information; and
  - (vi) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

e. Data Transport

When transporting DSHS/LMTAAA Confidential Information electronically, including via email, the data will be protected by

- (1) Transporting the data within the State Governmental Network (SGN) or the Contractor's internal network, or;
- (2) Encrypting any data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
- (3) Contractor staff whose email addresses are outside of the DSHS firewall are required to use the DSHS Secure Email system for the transmission of any electronic mail message containing a name, Personal Information or PHI for a client, care recipient or caregiver. This system is intended for the

exchange of data between DSHS/LMTAAA and Contractor for the performance of services outlined in this Contract and shall not be used for any other transmissions.

f. Protection of Data

The Contractor agrees to store data on one or more of the following media and protect the data as described:

(1) Hard disk drives:

Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

(2) Network server disks:

Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meet the requirements listed in the above paragraph. Destruction of the data as outlined in 9.e. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure area.

(3) Optical discs (CDs or DVDs) in local workstation optical disc drives:

Data provided by DSHS/LMTAAA on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS/LMTAAA data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers:

Data provided by DSHS/LMTAAA on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to Authorized Users through

the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(5) Paper documents:

Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

g. Data Storage on Portable Devices or Media

- (1) Except where otherwise specified herein, DSHS/LMTAAA data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Agreement. If so authorized, the data shall be given the following protections:
  - (i) Encrypt the data with a key length of at least 128 bits;
  - (ii) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics; and
  - (iii) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
  - (iv) Physically secure the portable device(s) and/or media by:
    - i. Keeping them in locked storage when not in use;
    - ii. Using check-in/check-out procedures when they are shared; and
    - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, portable devices and media with confidential information must be under the physical control of the Contractor staff with authorization to access the data.
- (3) Portable devices include, but are not limited to: smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to: optical media (e.g. CDs, DVDs) magnetic media (e.g. floppy disks, tape) or flash media (e.g. CompactFlash, SD, MMC).



h. Data Stored for Backup Purposes.

- (1) DSHS/LMTAAA data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while confidential information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 13.j. Data Disposition.
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- (2) DSHS/LMTAAA data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Agreement. If this media is retired while confidential information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 13.j. Data Disposition.

i. Data Segregation

- (1) DSHS/LMTAAA data must be segregated or otherwise distinguishable from non-DSHS/LMTAAA data. This is to ensure that when no longer needed by the Contractor, all DSHS/LMTAAA data can be identified for return or destruction. It also aids in determining whether DSHS/LMTAAA data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- (2) DSHS/LMTAAA data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/LMTAAA data. And/or,
- (3) DSHS/LMTAAA data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/LMTAAA data. And/or,
- (4) DSHS/LMTAAA data will be stored in a database which will contain no non-DSHS/LMTAAA data. And/or,
- (5) DSHS/LMTAAA data will be stored within a database and will be distinguishable from non-DSHS/LMTAAA data by the value of a specific field or fields within database records.
- (6) When stored as physical paper documents, DSHS/LMTAAA data will be physically segregated from non-DSHS/LMTAAA data in a drawer, folder, or other container.
- (7) When it is not feasible or practical to segregate DSHS/LMTAAA data from non-DSHS/LMTAAA data, then both the DSHS/LMTAAA data and the non-DSHS/LMTAAA data with which it is commingled must be protected as described in this Agreement.\

j. Data Disposition

When the contracted work has been completed or when no longer needed, except as noted in Section 13.f. Protection of Data (2) Network Server Disks above, data shall be returned or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs.	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the data cannot be reconstructed, or  Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive.

k. Notification of Compromise or Potential Compromise

The compromise or potential compromise of LMTAAA/Contractor shared data must be reported to the LMTAAA Projects Coordinator within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law, DSHS or LMTAAA.

l. Data Shared with Subcontractors

If DSHS/LMTAAA client data provided under this contract is to be shared with a subcontractor, the contract with the subcontractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this Agreement. If the subcontractor cannot protect the data as articulated within this Agreement, then the contract with the subcontractor must be submitted to LMTAAA for review and approval.

14. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department of agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement.
15. **Disputes.** In the event of a dispute between LMTAAA and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. If a

dispute cannot be resolved informally, the Contractor shall follow the LMTAAA Grievance Procedure and, in writing:

1. State the disputed issues;
2. State the relative positions of the parties;
3. State the Contractor's name and address; and
4. LMTAAA must receive the documentation within thirty (30) days after the party could reasonably be expected to have knowledge of the issue that is being disputed.

The LMTAAA Director shall review the written dispute. The Director's decision will be documented and mailed to the Contractor within thirty (30) days of the receipt. The decision of the Director shall be final and conclusive unless, within thirty (30) days from the date of mailing of the Director's decision, the Contractor mails to LMTAAA a written appeal addressed to the Chairman of the LMTAAA Council of Governments.

An appeal date will be set within forty-five (45) days of receipt of the request. All parties required to participate in the appeal will be notified in writing of the appeal date at least ten (10) days prior to the appeal. A written response to all parties will be made within fifteen (15) days after the appeal.

If the Contractor is dissatisfied with the LMTAAA Council of Governments' decision, the Contractor has the right to appeal through the Department of Social and Health Services, Aging and Long Term Support Administration (AL TSA). The appeal must be in writing and filed with AL TSA within thirty (30) days of the date the LMTAAA mailed the complaint resolution determination to the Contractor. A copy of the appeal must also be sent to the LMTAAA. The appeal shall:

1. State specifically the issue or issues and regulation or regulations involved in the basis for considering the LMTAAA's determination to be in error.
2. Include any supporting documentation.
3. Include a copy of the complaint and LMTAAA's determination that is being appealed.

Upon receipt of an appeal from the Contractor, AL TSA has forty-five (45) days to review and issue a final determination on the appeal. Final determination will be mailed to the Contractor and to the LMTAAA.

16. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
17. **DUNS Number.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their DUNS Number for this Agreement. The Contractor's DUNS Number is listed on Page 1 of this Agreement. If the DUNS Number listed on Page 1 of this Agreement changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and

provide the correct DUNS Number.

18. **Emergency Plan.** The Contractor shall have a plan for serving currently authorized clients during periods when normal services may be disrupted. This may include earthquakes, floods, snowstorms, pandemic flu, etc. The plan needs to include the maintenance of lists, including the identification of those clients who are at most risk, as well as emergency provisions for service delivery.

19. **Employee Whistleblower Rights.** For those Contracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101:
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- a. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- b. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.

20. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.

21. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against LMTAAA involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by LMTAAA against a Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

22. **HIPAA Compliance.** This section of the Agreement is considered the Business Associate Agreement as required by HIPAA.

- a. Compliance

Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

- b. Use and Disclosure of PHI

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- (1) Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- (2) Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- (3) Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (4) Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (5) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- (6) Impermissible Use or Disclosure of PHI. Business Associate shall report to LMTAAA in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by LMTAAA, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- (7) Failure to Cure. If LMTAAA learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by LMTAAA do not end the violation, LMTAAA shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the

Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

- (8) Termination for Cause. Business Associate authorizes immediate termination of this Contract by LMTAAA, if LMTAAA determines that Business Associate has violated a material term of this Business Associate Agreement. LMTAAA may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
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- (9) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of LMTAAA, to LMTAAA for use in determining compliance with HIPAA privacy requirements.
- (10) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from LMTAAA, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of LMTAAA, Business Associate shall:
- (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (ii) Return to LMTAAA or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - (iv) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - (v) Return to LMTAAA or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (11) Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

c. Individual Rights

(1) Accounting of Disclosures.

- (i) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (ii) Within ten (10) business days of a request from LMTAAA, Business Associate shall make available to LMTAAA the information in Business Associate's possession that is necessary for LMTAAA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (iii) At the request of LMTAAA or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (iv) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

(2) Access

- (i) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by LMTAAA or the Individual as necessary to satisfy LMTAAA's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (ii) When the request is made by the Individual to the Business Associate or if LMTAAA asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by LMTAAA, the Business Associate shall provide the records to DSHS within ten (10) business days.

(3) Amendment.

- (i) If LMTAAA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and LMTAAA has previously provided the PHI or record that is the subject of the amendment to Business Associate, then LMTAAA will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (ii) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by LMTAAA or as necessary to satisfy LMTAAA's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

d. Subcontracts and Other Third Party Agreements

In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

e. Obligations

To the extent the Business Associate is to carry out one or more of LMTAAA's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to LMTAAA in the performance of such obligation(s).

f. Liability

Within ten (10) business days, Business Associate must notify LMTAAA of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

g. Breach Notification

- (1) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from LMTAAA or involving LMTAAA clients, Business Associate will take all measures required by state or federal law.
- (2) Business Associate will notify LMTAAA within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- (3) Business Associate will notify the LMTAAA Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of



PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the LMTAAA Contact. Business Associate will coordinate and cooperate with LMTAAA to provide a copy of its investigation and other information requested by LMTAAA, including advance copies of any notifications required for LMTAAA review before disseminating and verification of the dates notifications were sent.

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- (4) If LMTAAA determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
- (i) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
  - (ii) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
  - (iii) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
  - (iv) LMTAAA will take appropriate remedial measures up to termination of this Contract.

h. Miscellaneous Provisions

- (1) Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- (2) Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

23. **Incorporations.** All rights and obligations of the parties to this Agreement shall be subject to and governed by:

- a. All the applicable federal and state laws and regulations are incorporated by reference herein.
- b. All policies and procedures in the "Policies and Procedures for Area Agency on Aging Operations Manual," as existing and as hereafter revised, are incorporated by reference herein.
- c. All DSHS Aging and Long Term Support Administration Management Bulletins, guidelines, standards, and policies and procedures, as existing and as hereafter

revised, are incorporated by reference herein.

24. **Independent Status.** Except as otherwise provided in Section 43. Subcontracting, below, for purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of LMTAAA, DSHS, or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of LMTAAA, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee LMTAAA or the State of Washington. ~~The Contractor shall indemnify and hold harmless LMTAAA from all~~ obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
25. **Information Requirements.** The Contractor shall provide to LMTAAA the following documents, as applicable:
- a. The Contractor's liability insurance;
  - b. Signature Authorizations Forms;
  - c. Roster of Board of Directors, Board of Trustees, and/or Advisory Board members;
  - d. Licenses and certifications;
  - e. Budget;
  - f. Staffing plan;
  - g. Personnel policies and procedures;
  - h. Job descriptions;
  - i. By-laws; and
  - j. Articles of Incorporation.

All documents listed above must be submitted annually and/or as changes occur throughout the term of this Agreement, with any changes made from previous documents on file with LMTAAA indicated with an asterisk, along with the date changes were formally adopted. All of the above documents are subject to review and approval by LMTAAA. Should such changes affect the scope of this Agreement, LMTAAA reserves the right to amend or terminate this Agreement.

26. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give

either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

27. **Insurance.** The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to and throughout the term of this Agreement, provide certificates of insurance to that effect to LMTAAA.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, DSHS and LMTAAA shall be named as additional insureds.

Business Automobile Coverage – The Contractor shall maintain Business Automobile Liability insurance on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others. Minimal insurance limits are \$1,000,000 combined single limit. The Contractor's carrier shall provide LMTAAA with a waiver of subrogation to prevent the insurer from recovering loss payments from LMTAAA if the Contractor caused the loss.

Exclusions or Waivers to Insurance Requirements – The following types of contractors are excluded from any insurance requirements: State colleges and universities (except the University of Washington), consultants, trainers, facilitators, speakers, Indian Tribes and Individual Providers.

The additional insured requirement is waived for providers who are insured through insurance pools.

28. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Agreement;
  - b. Demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to LMTAAA and all expenditures made by the Contractor to perform as required by this Agreement.
  - a. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
29. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Service, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer

data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.

30. **Order of Precedence.** In the event of an inconsistency in the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and State of Washington statutes and regulations; and
  - b. This Agreement.
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31. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The Contractor or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or LMTAAA all of the client's personal property.

32. **Ownership of Material.** Material created by the Contractor and paid for by LMTAAA as a part of this Agreement shall be owned by LMTAAA and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by LMTAAA is owned by the Contractor and is not "work made for hire"; however, LMTAAA shall have a license of perpetual duration to use, modify, and distribute this material at no charge to LMTAAA, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

33. **Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Agreement shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.

When supplies with a total aggregate fair market value over \$5000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the total aggregate fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

34. **Ownership of Real Property, Equipment and Supplies Purchased by LMTAAA.** Title to property, equipment and supplies purchased by LMTAAA and provided to

the Contractor to carry out the activities of this Agreement shall remain with LMTAAA. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

35. **Payment.** LMTAAA shall pay the Contractor upon acceptance by LMTAAA of properly-completed invoices and approval of required reports. LMTAAA shall pay the Contractor an amount not to exceed the maximum consideration of this Agreement for the satisfactory performance of all work set forth in the Statement of Work (Exhibit B). If this Agreement is terminated, LMTAAA shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

If the Contractor claims and is reimbursed for costs under this Agreement which LMTAAA later finds were claimed in error or not allowable costs under the terms of this Agreement, LMTAAA shall recover those costs and the Contractor shall fully cooperate during such recovery.

The Contractor shall not charge or accept additional payment from any client or relative, friend, guardian, or attorney of the client, or any other person for services provided under this Agreement. In the event that this provision is violated, LMTAAA shall have the right to assert a claim against the Contractor on its own behalf and/or on behalf of the client.

LMTAAA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, LMTAAA shall not pay any claims for payment for services submitted more than forty-five (45) days after completion of the Agreement period. The Contractor shall not bill LMTAAA for services performed under this Agreement, and LMTAAA shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington, LMTAAA or any other party under any other contract or agreement for the same services.

36. **Program Income.** All program income derived from the provision of services described in this Agreement (i.e. client donations), and/or derived or generated through program fundraising activities supported by funds authorized through this Agreement, shall be used by the Contractor to provide increased levels of service or improve the quality of services as set forth in the Statement of Work (Exhibit B). The Contractor shall report all program income to LMTAAA when it is received. The Contractor shall use program income prior to funds authorized through this Agreement. If actual program income received is significantly higher than what was projected in the budget, the Contractor shall notify LMTAAA and request LMTAAA approval as to how such program income will be used.

The Contractor shall assure that clients receiving Older Americans Act services have the opportunity to make a voluntary donation towards the cost of service provided under this Agreement. The Contractor shall assure that the methods of receiving donations from individuals shall be handled in such a manner to ensure confidentiality. The Contractor shall not differentiate among individuals based on

their ability, or inability, to make a donation.

37. **Public Information.** All notices, informational brochures, press releases, research reports, and similar public notices prepared and released by the Contractor for the services described in this Agreement shall include a statement indicating the funding source as awarded under this Agreement with the Lewis-Mason-Thurston Area Agency on Aging. Failure to comply with the requirements of this section may result in the termination or suspension of this Agreement and/or non-reimbursement for the costs of said brochures, advertising, etc.
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38. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the Agreement. LMTAAA and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. LMTAAA and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either LMTAAA or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
39. **Restrictions Against Lobbying.** The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this section and requiring subcontractors to certify and disclose accordingly.

40. **Same-Sex Marriage.** The Contractor shall recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into

as described herein. United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.

41. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.
42. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit B).
43. **Subcontracting.**
  - a. The Contractor must obtain prior written approval from LMTAAA to subcontract any portion of the services provided within the terms of this Agreement.
  - b. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts.
  - c. Subcontractors are prohibited from further subcontracting for direct client services without prior written approval from LMTAAA.
  - d. When the nature of the service the Subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such Subcontractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
  - e. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a Subcontractor, such contract or subcontract shall include a provision acceptable to LMTAAA that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a grievance procedure in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
  - f. If LMTAAA, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for damages rising from any act or omission from this Agreement, then LMTAAA shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and several liability, LMTAAA and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than LMTAAA and the Contractor. This term shall not apply in the event of a settlement by either LMTAAA or the Contractor.
  - g. Any subcontract shall designate subcontractor as Contractor's Business Associate, as defined by HIPAA, and shall include provision as required by HIPAA for Business Associate contract. The Contractor shall ensure that all

client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.

**44. Subrecipients.**

- a. General. If the Contractor is a Subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractor who are Subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for the fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to LMTAAA the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F, prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's



schedule of findings and questioned costs.

- c. Overpayments. If it is determined by LMTAAA, or during the course of the required audit, that the Contractor has been paid unallowable costs under the Agreement, LMTAAA may required the Contractor to reimburse LMTAAA in accordance with 2 CFR Part 200.

(1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, LMTAAA agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.

- 45. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

- 46. **Termination, Contract Renegotiation or Suspension Due to Change in Funding.** If the funds LMTAAA relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Agreement:

- a. At LMTAAA's discretion, the Agreement may be renegotiated under the revised funding conditions.

- b. At LMTAAA's discretion, LMTAAA may give notice to the Contractor to suspend performance when LMTAAA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

- (2) When LMTAAA determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to LMTAAA informing LMTAAA whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.

- (3) If the Contractor's proposed resumption date is not acceptable to LMTAAA and an acceptable date cannot be negotiated, LMTAAA may terminate the contract by giving written notice to the Contractor. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

- c. LMTAAA may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to LMTAAA in the event the termination option in this section is exercised.

47. **Termination for Convenience.** Either party may terminate this Agreement in whole or in part for convenience by giving a minimum of thirty (30) calendar days' written notice addressed to the other party.

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48. **Termination for Default.**

- a. LMTAAA may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if LMTAAA has a reasonable basis to believe that the Contractor has:
  - 1) Failed to meet or maintain any requirement for contracting with LMTAAA;
  - (2) Failed to perform, or perform adequately, under any provision of this Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before LMTAAA may terminate this Agreement for default, LMTAAA shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, LMTAAA may then terminate the Agreement. LMTAAA may terminate the Agreement for default without such written notice and without opportunity for correction if LMTAAA has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to LMTAAA, if the Contractor has a reasonable basis to believe that LMTAAA has:
  - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
  - (2) Failed to perform under any provision of this Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - (4) Otherwise breached any provision or condition of this Agreement.

- d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide LMTAAA with written notice of LMTAAA's noncompliance with the Agreement and provide LMTAAA a reasonable opportunity to correct LMTAAA's noncompliance. If LMTAAA does not correct LMTAAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

49. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

- a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination, and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The Contractor shall promptly deliver to LMTAAA, all LMTAAA assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return LMTAAA property within ten (10) working days of the Agreement termination, the contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of LMTAAA that is in the possession of the Contractor pending return to LMTAAA.
- c. LMTAAA shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. LMTAAA may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by LMTAAA.
- d. If LMTAAA terminates this Agreement for default, LMTAAA may withhold a sum from the final payment to the Contractor that LMTAAA determines necessary to protect LMTAAA against loss or additional liability. LMTAAA shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

50. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricted clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

51. **Waiver.** Waiver of any breach of default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the section entitled "Amendment". Only LMTAAA has the authority to waive any term or condition of this Agreement on behalf of LMTAAA.
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Agreement #: 14-1130-0061-05(3)  
 Contractor: The County of Lewis  
 Service: Congregate Nutrition  
 Effective Date: January 1, 2016

## STATEMENT OF WORK – EXHIBIT B CONGREGATE NUTRITION SERVICES

### 1. Service Objectives

- a) Proposed # of congregate meals to be provided in 2016: **33,600**
- b) Proposed # of unduplicated clients to be served in 2016: **1,100**

### 2. Program Design

- a) There will be six (6) congregate meal sites in Lewis County. The sites will be at the five (5) Senior Centers and at a Church in PeEll:

- Twin Cities Senior Center – 2545 N. National Ave, Chehalis
- Olequa Senior Center – 119 SW Kerron Ave, Winlock
- Toledo Senior Center – 150 Coal Street, Toledo
- Morton Senior Center – 103 Westlake Ave, Morton
- Packwood Senior Center – 12931 Hwy 12, Packwood
- PeEll United Methodist Church – 416 First Street, PeEll

Lewis County owns each of the Senior Centers listed above. The Centers are also a natural spot where senior citizens congregate during the day for socialization activities in addition to meals. The PeEll site is located in a church, as it has been for many years.

- b) Features of each site:

Senior Center	Service days per week	Hours of Service per day	Time Meal is served	Transportation	Meal Type	Avg # Meals
Twin Cities	Five days: M-F	9:00 - 4:00	12:00	Private auto, walk, Public Transportation, specialized senior transportation	On site production	Mon, Tues, and Wed: 65; Thurs: 90; Fri: 60
Olequa	Two days: Wed & Fri	9:00 - 3:00	12:00	private auto, walk, specialized senior transportation	On site production	Wed: 40 and Fri.: 35
Toledo	Two days: Wed & Fri	9:00 - 3:00	12:00	private auto, walk, specialized senior transportation	On site production	Wed: 55 and Fri: 55
Morton	Two days: Tue & Thu	9:00 - 3:00	12:00	private auto, walk, specialized senior transportation	On site production	Tue: 30 and Thurs: 30
Packwood	Two days: Tue & Thu	9:00 - 3:00	12:00	private auto, walk, specialized senior transportation	On site production	Tue: 25 and Thurs: 25
PeEll	Two days: Mon & Thu	9:00 - 2:00	12:00	Private auto, walk, specialized senior transportation	On site production	Mon: 20 and Thurs: 25

### 3. Provision of Services

- a) Determination of client eligibility: Congregate meal services are provided based on eligibility. If eligible, clients are informed of opportunity to provide a donation for their meal. If ineligible, persons are required to pay the full cost of the meal. Staff, underage guests or ineligible guests are only served if the eligible population needs have been met. Eligible clients include:
- Individual aged 60 and over
  - Primary eligible participant's underage spouse who accompanies eligible participant
  - Disabled person who resides with and accompanies an eligible participant
  - Disabled person under 60 who resides in housing occupied primarily by older individual where the congregate nutrition service is provided
- b) Meal count tracking: Each Senior Center Site Leader is responsible for tracking the meal count and reporting that information to the Nutrition & Site Leader Coordinator. The Coordinator will then ensure that all reporting requirements are met for AAA.
- Individual meal counts are tracked by each Senior Center Site Leader on the *Monthly Site Report*. The Monthly Site Report contains data regarding all Nutrition Meal Site functions, including tracking of donations, meals prepared, meals served, food waste, Under 60 meals and individual daily meal counts per month. This report is done in an excel spreadsheet with formulated cells for automatic calculations and totals.
  - The data collected for the Monthly Site Report comes from several different sources including the Daily Deposit Sheets, Reservation Logs and Pack Sheets. These sources are required to be maintained daily by each site and recorded daily onto the Monthly Site Report.
  - After data is collected and reported on the Monthly Site Report, each Site Leader is responsible for checking accuracy of the report and sending it to the Nutrition and Site Leader Coordinator.
  - The Nutrition and Site Leader Coordinator compiles the data from each Monthly Site Report and inputs the meal counts into the Washington State Community Living Connections (Getcare) data base each month for tracking and access by the Lewis Mason Thurston Area Agency on Aging.
- c) Quality Assurance and determination of client satisfaction: Each Senior Site Leader is responsible to be available to clients to discuss like and/or dislikes concerning the Congregate Meal Program. The Site Leader then can take this information up the chain of command and discuss options or suggestions that could make the program better.
- d) Client grievance mechanism and informing clients of the mechanism: Clients with a grievance should use the following procedure:
- Discuss the problem openly with the Site Leader. Most problems can be resolved verbally at this level
  - If the Site Leader is unable to resolve the problem, it is their responsibility to discuss the issue with the Nutrition & Site Leader Coordinator.

- If the problem is still unable to be resolved it needs to be documented in writing and submitted to the Social Services Manager and/or Director of LCPHSS. Leadership will respond to each problem on a case by case basis to come to the best available resolution if it reaches this level.
- If participant is not satisfied with the decision made by the Director, and the grievance is related to the Congregate Nutrition Program, the participant may contact the Lewis/Mason/Thurston Area Agency on Aging for further resolve.

Site Leaders will be responsible of notifying the participants of this process during their "announcements", which are made prior to every meal.

- e) Emergency protocols and procedures for volunteers and staff members: The same emergency protocols and procedures as listed in the Employee Handbook for other employees will be used for this program.
- f) Evaluation of and response to changing health status and nutritional needs of your clientele: Should a Site Leader note changing health status and/or nutritional needs of a client, they will make a referral to appropriate agencies or services in the community. If the Site Leader is unaware of appropriate services or what services are appropriate they will discuss with their supervisor.
- g) Denial of service due to client behavior and/or lifestyle issues: If clients are disruptive, the Site Leader will have a discussion with that individual concerning the behavior and document the incident. Should the disruptive behavior continue, the Site Leader will discuss with their supervisor and the individual may be suspended from the site for a specific period of time. Suspensions may increase up to and including permanent exclusion should the behavior not change. All incidents will be documented and documentation maintained.

### **Staff and Volunteer Management**

1. Recruiting and Hiring – procedures for recruiting and hiring staff will be the same for this program as it is for any other program in the county. All requirements and/or guidelines set forth in the Employee Handbook will be followed. Open advertisements detailing the available positions will be placed in local newspapers and on the County website. Applications meeting the proper criteria will be screened and scored. Applicants with the highest scores will be interviewed with second interviews occurring as needed. Once a successful candidate is decided a job offer will be made. Volunteers are the responsibility of each Site Leader for that specific Senior Center. All volunteers are required to be registered with the County.
2. Training:
  - a) Frequency: Different trainings are required for all County employees and are required to be renewed at various times. They include: Medical First Aid (every 2 years), Defensive Driving (every 3 years), Safety Orientation (every 3 years), Sexual Harassment (every 3 years), Personnel/Workplace Violence (every 3 years), County Government (just one initial time), Ethics (every 3 years), and Diversity (every 3 years). Additionally, specific nutrition training is developed and administered during the quarterly staff meetings.

- b) Orientation Content: Orientation process consists of the new employee meeting with the Office Manager on their first day of work to receive a packet of information they will review together and the employee has to sign several documents. The employee then meets with their direct Supervisor and/or Manager to go through a checklist and receive a tour of facilities, be introduced to existing staff, and begin any specific training and/or on the job training. In the case of Senior Services, the new employee is set up with a veteran Site Leader to job shadow for a minimum of a few hours to get an idea of how the system works.
  - c) Documentation maintained: Lewis County Human Resources department maintains a spreadsheet of each employee detailing when they completed required training. They then notify the LCPHSS Office Manager when a renewed training is due and the Office Manager schedules that employee to complete an updated/renewal training. Certificates of completion of all trainings are also maintained in personnel files.
- 3. Conducting and documenting criminal history background checks: The LCPHSS Office Manager requests an initial background check on each potential new employee before they receive their Hire Letter. A copy of the background check is maintained in that individual's personnel file. For programs that require updated background checks periodically, the Manager will notify the Office Manager when one is due and she repeats the process.
  - 4. LCPHSS currently has a Registered Dietician on staff working as the WIC Supervisor. A portion of this employee's time will be transferred to work in the Congregate Meal program at a contracted rate in order to develop and approve menus, approve Nutrition Education developed by the Nutrition and Site Leader Coordinator, as well as to meet the other nutrition requirements.

### **Nutrition Services, Food Quality and Safety**

- 1. Describe process used to assure food/menus served meet or exceed one-third RDIs and meet the goals established by Dietary Guidelines for older persons: The Nutrition & Site Leader Coordinator will be responsible to work with the Registered Dietician to assure the menus meet or exceed one-third RDIs as established. Each Site Leader will be responsible to cook and serve the food that is scheduled on the menu.
- 2. Describe the provision for special diets or dietary substitutions for special nutritional needs: Site Leaders become very familiar with the regular seniors that attend their centers, so are aware of special dietary needs. They will work with the Nutrition & Site Leader Supervisor and Registered Dietician to have meals available to meet the needs.



3. Swallowing disabilities would be addressed as necessary. Site Leaders are very accommodating and try to help anyway needed for their seniors to be able to participate. Again, we would work with the contracted Registered Dietician to determine the best way to address such a disability.
4. Describe procedures for approving food substitutions in a meal served that deviates from the menu that has been approved by the RD: if a substitution is necessary, the Site Leader/Cook will need to get approval for the substitute item from the Nutrition and Site Leader Coordinator. The only acceptable changes to the approved menu by the RD allowed is a menu switch (due to possible food spoilage prior to serve date or in the case an item was in a delayed shipment from food supplier) or a simple vegetable or fruit substitute. A menu switch is recorded on the Pack Sheet by the Site Leader following verbal authorization by the Nutrition and Site Leader Coordinator. A fruit or vegetable substitute is also noted on the Pack Sheet following a verbal authorization by the Nutrition and Site Leader Coordinator. In the event the Nutrition and Site Leader Coordinator is not available for authorization, the Site Leader will contact the RD for verbal approval. A denial of substitutions will include a reason and options for the Site Leader/Cook to use for the substitution. The Coordinator will be responsible for maintaining copies of the Pack Sheets which includes the responses concerning substitutions.
5. Describe procedures for ensuring the sanitation and safety of food preparation areas and food handling: With the Senior Centers and the Congregate Meal program being part of LCPHSS, we also have the food inspectors under our department. The food inspectors can work with the Site Leaders/Cook to ensure they are aware of sanitation and safety regulations for food preparation areas and food handling.
6. Procedures for handling, storage and use of leftover foods: Site Leaders/Cooks will be trained on appropriate storage and use of leftover foods to ensure food safety. In an effort to control waste, only the number of meals that are expected to be served for the day should be cooked. Leftover meals should never be anticipated or planned for.
  - The number of meals that are actually cooked for the day must be recorded, regardless of the number of meals that are actually served.
  - It is the Nutrition Coordinator's responsibility to assure that participants at congregate sites feel fairly treated when each person is served. The same quantity or amount of food will be provided to each program participant to achieve or maintain healthy weights.
  - Once everyone has been served and there is enough food leftover to serve *complete meals with all components*, seniors who participated in the meal that day may receive one additional meal to take home. Leftover meals must include all the same components at the appropriate serving size as the original menu.
  - All leftover/second meals served will be packaged using carryout containers that are provided by the Nutrition Program. Milk will be packaged in appropriate carryout disposable cups with lids.

- A label with proper handling and reheating instructions must be affixed to each leftover meal. The instructions will include the date the meal was prepared, the discard date (two days following), refrigeration instructions, a statement about proper hand washing, instructions to reheat food to 165 degrees, and a disclaimer that states:

*For your safety, food removed from this site must be kept hot or refrigerated promptly. We are not responsible for illness or problems caused by improperly handled food.*

- Any participant taking a second meal home must sign for it. These additional meals will be billed for with the other OAA meals, but reported separately.
  - Once a component of the leftover meals is no longer available, the remaining leftover food becomes waste and should be recorded on the inventory sheet as waste. These items may be served to seniors as a second portion, and can be packaged to take home if the participant provides a container.
  - Any uncooked and still useable leftover food that was purchased with Nutrition Program funds may not be used by other programs.
7. Procedures for monitoring the temperature of food in congregate settings: LCPHSS recommends that all food service operations use a thin tipped digital thermometer to monitor food temperatures. Again, the food inspectors will be available to provide any necessary technical assistance to the Site Leaders/Cooks.
  8. Describe how locally produced products are incorporated whenever possible in program meals: Currently we are not providing locally produced products. Our intent is to pursue local produce in spring of 2016.
  9. The Nutrition & Site Leader Coordinator will ensure the purchase of U.S. grown food is tracked and documented as required.

### **Nutrition Education**

1. Describe how nutrition education will be provided:
  - a) **Goals:** To increase the nutrition knowledge of senior participants in the Congregate Meal program.
  - b) **Content:** A minimum of two times per calendar year, the Site Leader will hold nutrition education as directed by the Nutrition & Site Leader Coordinator or Social Services Manager. This education will be presented under the supervision of the RD. Content will vary but always include a nutritious component.
  - c) **Delivery Method:** Delivery will include presentations, games, workshops, or other methods that are enjoyable and educational for the participants.

### **Outreach and Accessibility of Services**

1. Describe the outreach activities planned to older persons and other aging network service providers in the community: LCPHSS staff and senior volunteers will attend

community events to provide outreach activities. Events include but are not limited to: SW Washington Fair, Cheese Days, Egg Days, Garlic Festival, Blueberry Festival, Loggers Jubilee, and others. Staff will also provide information to service clubs such as Optimus, Rotary, etc.

2. Provide information about your website, social media, newsletters and/or other means your agency uses to provide information to the public about the services provided: The County website is [www.lewiscountywa.gov](http://www.lewiscountywa.gov). LCPHSS has a site within that one and we maintain a blog of current events etc. Our website is updated on a regular basis. We also provide information via local newspapers and local radio stations.
3. Describe the process you would use to make services understandable and available to all community seniors, including those who may not speak/read English: LCPHSS has employees who are fluent in Spanish and are available to interpret as needed. For languages other than English or Spanish, we work with "Language Line" for interpreter services.

### **Targeting**

1. Describe policies/procedures for reaching and serving clients who have the targeting characteristic indicators as listed: Site Leaders are familiar with the community where their Senior Centers are located. The Site Leaders work with community leaders and other senior citizens to learn of older adults with the target characteristics they can try to reach and serve.
2. Describe mechanism you would use to establish priorities and how you would implement a prioritization plan due to funding limitations: Funding limitations are always a problem in Public Health & Social Services so we are used to working around obstacles and barriers to get the job done. All budget issues are addressed by the LCPHSS Director. The Director works with the County Budget department to discuss issues and brainstorm various options to address issues. As a last resort, if there is a shortfall of revenue or an influx of expenditures that cannot be addressed otherwise, the Director will request Current Expense (County General Fund) funds to make up the difference IF it is absolutely necessary for the program. If we need to consider any major program revisions to make up differences, LMTAAA will be included in the discussions before any changes are made.

### **Coordination**

Services for older persons will be coordinated with other agencies in the community. Senior Centers are the actual site for the congregate meal program and the Site Leaders for the Senior Centers will be serving as the cook/coordinator for the program. Each Senior Center also has an Advisory Board who works closely with the Site Leaders to discuss and coordinate other activities and services for seniors.

### **Client Confidentiality**

1. Procedures that will be used to ensure client confidentiality will be maintained: Staff of LCPHSS sign a confidentiality agreement as part of the orientation process. Staff is also trained on the importance of client confidentiality and must complete HIPAA Training upon employment with review every year in order to ensure confidentiality will be maintained.
2. Procedures for securing client data, including paper and electronically stored data and documents: Lewis County has an IT department that ensures electronic data is secure so electronic client data is maintained in a safe, secure manner. Paper client data is maintained securely in a locked filing cabinet or safe located in each Senior Center.

### **Client Donations (Project Income)**

1. Describe how participants will be informed of their voluntary opportunity to contribute to the cost of service: All participants of the nutrition program shall be given the opportunity to contribute financially towards the cost of the meal. The current suggested donation is \$3.00 per meal and a donation sign is posted at each site along with the current fee for guest meals.
2. Describe how donations will be collected and how the privacy and confidentiality of each participant's donation will be ensured: Clients shall have the opportunity to deposit their own donation into a locked donation box. If a change fund is available, change may be made for clients using these funds. The box should never be unlocked or opened until after the meal and change cannot be made from the box. Donations can be in any amount; cash or check and the donation box should be kept on a table separate from where the clients sign in at in order to ensure confidentiality.
3. Describe the procedures for handling, counting and depositing cash donations: Lewis County has a cash handling policy that requires all deposits to be made within 24 hours: At the end of the meal, the Site Leader must be present when cash is removed from the locked box and the bank deposit is prepared and put into the bank bag.
4. Suggested donation amount per meal: \$3.00

Agreement #: 14-1130-0061-05(3)  
Contractor: The County of Lewis  
Service: Congregate Nutrition  
Effective Date: January 1, 2016

## SPECIAL TERMS AND CONDITIONS – EXHIBIT C

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

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AND

THE COUNTY OF LEWIS

THE PURPOSE OF THIS DOCUMENT is to establish Special Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Purpose.** It is the purpose of this Agreement to provide Congregate Nutrition services, in compliance with Washington State Department of Social and Health Services, Aging and Long Term Support Administration (hereinafter referred to as "DSHS") service definitions, standards and/or guidelines and in accordance with the herein enumerated work plan, to individuals age sixty (60) years and above who are determined to be eligible for this service under the Older Americans Act of 1965, as amended.
2. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2016 and be completed on December 31, 2016** unless terminated sooner according to provisions enumerated in the General Terms and Conditions. At the sole discretion of the LMTAAA, and subject to satisfactory performance and the negotiation of mutually agreeable annual budgets, this Agreement may be renewed for up to two additional one-year term(s).
3. **Service Area.** The geographic service area in which the Contractor shall provide the defined service is Lewis County.
4. **Eligibility Determination.** Determination of client eligibility for service under this Agreement shall be determined by the Contractor according to the applicable laws and regulations of the Older Americans Act of 1965, as amended. Priority will be given to vulnerable, low-income, minority and limited-English speaking elderly and those individuals meeting target population criteria as outlined in program standards the Aging and Long Term Support Administration Policy and Procedures Manual for Area Agency on Aging Operations. The Contractor shall develop methods for locating and identifying the priority individuals.

5. **Consideration and Reimbursement.**

A. Maximum Consideration

The Contractor will receive up to **One Hundred Twenty-One Thousand Five Hundred Twenty-Two Dollars (\$121,522)** from Title IIIC1 of the Older Americans Act for the provision of congregate meals.

In addition, the Contractor will receive up to **Twenty-One Thousand Seven Hundred Thirty-Six Dollars (\$21,736)** in Nutrition Services Incentive Program (NSIP) funds for the purchase of U.S. gown food to be used in the meals provided in accordance with the terms of this Agreement.

This award is subject to the availability of federal, state and local funds. As such, the maximum consideration of this Agreement is subject to unilateral reduction by the COG should the anticipated level of federal, state or local funding not be made available.

B. Basis for Reimbursement

This is a combination Fee for Service and Cost Reimbursement sub-recipient contract.

Payment shall be made on the basis of **Three Dollars Sixty-Two Cents (\$3.62) per Title IIIC1 meal** delivered in accordance with the terms of this Agreement.

Expenses associated with Nutrition Services Incentive Program (NSIP) funding, as specified in the Budget, shall be reimbursed on a **cost reimbursement** basis.

C. Match Requirements

The federal share of the total cost, including match, may not exceed eighty-five percent (85%) of the total cost of this Agreement. The required non-federal match is **Twenty-One Thousand Four Hundred Forty-Five Dollars (\$21,445)**. Local match may be met with cash and/or in-kind resources, identified in the budget and utilized in the performance of the service(s) described in this Agreement.

D. Reimbursement Procedure

(1) LMTAAA shall provide payment to the Contractor for costs of services performed hereunder as evidenced by proper invoice submitted by the Contractor to LMTAAA no later than the fifteenth day of each calendar month following the calendar month during which the services were performed.

(2) LMTAAA agrees to make payment with warrants for services provided as approved by the LMTAAA within thirty (30) days following receipt of the

Contractor's claim for reimbursement, except as otherwise provided in the General Terms and Conditions.

(3) LMTAAA may withhold reimbursement from the Contractor if the terms of this Agreement are not met. Reimbursement may be withheld for a time equal to the period of non-compliance.

(4) LMTAAA may reduce the Contractor's reimbursement by One Hundred Dollars (\$100.00) for each failure to include the required listing of LMTAAA and funding source information on Contractor controlled public materials and messages.

6. **Budget.** The Contractor must provide a description of how the budgeted and actual costs of the service provided under this Agreement were calculated. This may be in the form of a formal written Cost Allocation Plan or it might be a simple worksheet that includes formulas that were used to allocate a percentage of shared costs to the activities of this Agreement. Allocations must be based on measurable and verifiable indicators such as units provided, FTEs disbursed, or square footage among others. This description must be submitted annually with the new budget and whenever allocation changes are made during the contract year.

7. **Reports.**

- A. The LMTAAA requires programmatic reports be submitted by the fifteenth day of the month following the month service was provided.
- B. The Contractor shall submit revenue/expenditure reports by the last day of the month following the end of each calendar quarter.

Revenue/expenditure reports shall conform to the following requirements:

(1) Revenue and Expenditures

- a. A complete record of all revenues earned from all sources and all expenditures incurred in the provision of services performed hereunder;
- b. All amounts of revenue and expenditure are traceable to source documents;
- c. All revenue and expenditures are allocated using the approved cost allocation plan and budget developed for the provision of services performed hereunder;
- d. Worksheets and source documents are readily available and reviewable.

(2) Number of Service Units

- a. Traceable back to source documents;
- b. Source documents are readily available and reviewable.

(3) Projections

- a. Reasonable and complete;
- b. Worksheets and source documents are readily available and reviewable.

8. **Provisions of Service Delivery.** In addition to the Statement of Work and General Terms and Conditions, the Contractor agrees to the following:

- A. The Contractor shall provide advanced written notification to LMTAAA of all proposed changes in the administration of the program and/or staffing plan. Program and staffing plan changes must be reviewed and approved by LMTAAA prior to implementation.
- B. The Contractor shall provide written notification to LMTAAA when prioritization plans need to be implemented. Prioritization plans must be reviewed and approved by LMTAAA prior to implementation.
- C. The Contractor shall notify LMTAAA of any significant management problems or situations that may impact the provision of service.
- D. The Contractor shall conduct annual client satisfaction surveys and share the results with LMTAAA. Original responses to the client satisfaction surveys will be made available to LMTAAA upon request and/or monitoring visits.
- E. The Contractor shall provide substantially equal levels of service in all months within the period of performance of this Agreement.

9. **Criminal History Background Checks.** A Washington State Patrol criminal history background check is required every two years for all service providers who will have unsupervised contact with vulnerable adults. This applies to individual contractors, as well as employees and/or volunteers of a contracting entity. LMTAAA will complete background checks on all individual Contractors. Contracting entities are responsible to complete required background checks on their own employees, volunteers, and subcontractors. Those who have disqualifying crimes or negative actions per RCW 43.20A.710 cannot have unsupervised access to vulnerable adults served through this contract.



<b>Service</b>	Congregate Meals
<b>Total Budget</b>	\$357,297
<b>Units of Service</b>	33,600
<b>Unit Rate</b>	\$10.83

OAA unit rate: \$3.62

Budget - Exhibit D Agreement #: 14-1130-0061-05(3)  
Contractor: The County of Lewis  
Service: Congregate  
Effective Date: January 1, 2016

Description	Total All	OAA	NSIP	Project Income	Other Cash
<b>TOTALS</b>	<b>\$357,297</b>	<b>\$121,522</b>	<b>\$21,736</b>	<b>\$60,000</b>	<b>\$154,039</b>
<b>Salaries</b>	<b>\$118,167</b>	<b>\$118,167</b>			
<i>see staffing plan</i>					
<b>Benefits</b>	<b>\$50,507</b>	<b>\$3,355</b>		<b>\$47,152</b>	
<i>Liability Insurance</i>	<i>\$4,285</i>				
<i>FICA</i>	<i>\$9,040</i>				
<i>Retirement</i>	<i>\$13,211</i>				
<i>Medical/Life</i>	<i>\$21,207</i>				
<i>Workers Comp</i>	<i>\$2,764</i>				
<i>Unemployment</i>	<i>\$0</i>				
<b>Office Supplies</b>	<b>\$7,420</b>				<b>\$7,420</b>
<b>Operating Supplies</b>	<b>\$77,200</b>		<b>\$21,736</b>	<b>\$12,848</b>	<b>\$42,616</b>
<i>Food &amp; materials</i>	<i>\$74,000</i>				
<i>Fuel surcharge &amp; food permits</i>	<i>\$3,200</i>				
<b>Staff Travel</b>	<b>\$0</b>				
<b>Operating Rentals</b>	<b>\$5,100</b>				<b>\$5,100</b>
<i>Pe Ell Rental/Copier lease</i>					
<b>Public Utilities</b>	<b>\$76,913</b>				<b>\$76,913</b>
<i>Facilities Interfund Rates</i>					
<b>Repair/Maintenance</b>	<b>\$200</b>				<b>\$200</b>
<b>Misc. Expense</b>	<b>\$15,880</b>				<b>\$15,880</b>
<i>Fleet vehicle rentals</i>	<i>\$2,500</i>				
<i>Risk Interfund Rates</i>	<i>\$1,083</i>				
<i>HR Interfund Rates</i>	<i>\$1,302</i>				
<i>Fiscal/Budget Interfund Rates</i>	<i>\$10,995</i>				
<b>Contract Services</b>	<b>\$0</b>				
<b>Equipment Expense</b>	<b>\$5,910</b>				<b>\$5,910</b>
<i>IT Interfund Rates</i>					

**Budget - Exhibit D**

Agreement #: 14-1130-0061-05(3)  
Contractor: The County of Lewis  
Service: Congregate  
Effective Date: January 1, 2016

**Other Cash Resources**

List out all other revenue sources here, including funding source and amount

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\$154,039 Lewis County general funds

**\$154,039 TOTAL**

# Staffing Plan - Exhibit E

Agreement #: 14-1130-0061-05(3)  
 Contractor: The County of Lewis  
 Service: Congregate  
 Effective Date: January 1, 2016

Hrs/Wk	hr/yr	Position	Congregate	Enrichment	Other Programs	TOTAL
40	2080	LCPHSS Director	\$ 6,293 6% FTE	\$ 6,293 6% 0.06	\$ 93,343 88% 0.88	\$ 105,929 100% 1.00
40	2080	LCPHSS Office Manager	\$ 3,655 6% FTE	\$ 3,655 6% 0.06	\$ 54,272 88% 0.88	\$ 61,582 100% 1.00
40	2080	Social Services Manager	\$ 6,111 10% FTE	\$ 6,111 10% 0.10	\$ 48,885 80% 0.80	\$ 61,106 100% 1.00
40	2080	Nutrition Coordinator/Twin Cities Senior Center Site Leader	\$ 25,121 60% FTE	\$ 16,773 40% 0.40	\$ - 0% 0.00	\$ 41,894 100% 1.00
22.5	1560	Cook - Twin Cities Senior Center	\$ 19,280 100% FTE	\$ - 0% 0.00	\$ - 0% 0.00	\$ 19,280 100% 0.56
17.5	520	Cook - Pe Ell	\$ 15,062 100% FTE	\$ - 0% 0.00	\$ - 0% 0.00	\$ 15,062 100% 0.44
32.4	1684.8	Cook & Site Leader - Toledo Senior Center	\$ 10,610 31% FTE	\$ 23,184 69% 0.56	\$ - 0% 0.00	\$ 33,794 100% 0.81
32.4	1684.8	Cook & Site Leader - Olequa Senior Center	\$ 9,359 31% FTE	\$ 20,964 69% 0.56	\$ - 0% 0.00	\$ 30,323 100% 0.81
32.4	1684.8	Cook & Site Leader - Morton Senior Center	\$ 9,847 31% FTE	\$ 22,054 69% 0.56	\$ - 0% 0.00	\$ 31,901 100% 0.81
32.4	1684.8	Cook & Site Leader - Packwood Senior Center	\$ 9,256 31% FTE	\$ 20,496 69% 0.56	\$ - 0% 0.00	\$ 29,752 100% 0.81
40	2080	Registered Dietician - WIC Manager	\$ 3,575 5% FTE	\$ - 0% 0.00	\$ 67,921 95% 0.95	\$ 71,496 100% 1.00
TOTAL FTE			2.87	2.86	3.51	9.24
Subtotal SALARIES			\$ 118,167	\$ 119,529	\$ 264,422	\$ 502,119